

PREPARED

NO. 1343

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J. Z. Briggs.

to

Meyer Brothers Drug Company.

## Chattel Mortgage with power of sale.

Know All Men By These Presents, that Joel Z. Briggs, of Tulsa, in Creek Nation, Indian Territory, in the Western District of the United States Court for the Indian Territory, party of the first part, and Meyer Brothers Drug Company, a corporation organized and existing under the laws of the State of Missouri, of the City of St. Louis, State of Missouri, party of the second part,

Witnesseth; That for and in consideration of the sum of seven hundred sixty dollars (\$760.00) paid by the party of the second part to the party of the first part, receipt of which is hereby acknowledged, party of the first part has bargained, sold, granted and conveyed, and by these presents hereby bargains, sells, grants and conveys to the party of the second part, its successors or assigns the following described goods, chattels and property, to wit:

28 Net Structure Shelving, 36 Net Patent Medicine Shelving, 1-12 Ht. Partition, 1-10 Ht. Work Counter, 5-8 Ht. Comb Cases, 1-6 Ht. Comb Case, 2-5 Ht. Waffling Counters, 2 Mirrors, 66 x 78, 1 Mirror, 42 x 42, 1 Mirror, 30 x 42, 10 Feet of Marble Base, situated at Tulsa, in Creek Nation, Indian Territory, in the Western District of the United States Court for the Indian Territory, as well as all furniture and fixtures which may hereafter be added thereto.

To Have and to Hold the same unto the said party of the second part, its successors and assigns forever, and the said party of the first part for himself, his heirs, executors, administrators and assigns, covenants with the said party of the second part and its successors or assigns, that he is lawfully possessed of said goods, chattels and property, and that he is the lawful owner of said property, that the same is free from all incumbrances and liens, and that he will, and his heirs, executors, administrators and assigns shall warrant and defend the title of the same against all claims or demands whatsoever, Conditioned, however, as follows:

Whereas, the said party of the first part is indebted to the party of the second part in the sum of seven hundred sixty dollars (\$760.00) balance due on fixtures above described, furnished and delivered as evidence by his ninety promissory notes, dated October 1st, 1906, all of which are for fifty dollars (\$50.00) each and payable monthly in four to ninety months inclusive after date, respectively, all of which notes bear interest at the rate of seven percent per annum, from date until paid.

Now if the party of the first part shall will and truly pay, or cause said notes to be paid with interest according to the tenor and effect thereof, then this instrument to be null and void, otherwise to be and remain in full force and effect. And in case any default shall be made in the payment of the same and indebtedness hereby secured, or any part thereof, when the same, or either of them, become due and payable, or the said property or any part thereof, should be attached or claimed by any other person or persons whatever, or for any pretense, or should said first part or any one else attempt to carry off, conceal, make away with, sell, ship or in any manner dispose of said property, or any part thereof, without the consent of said party of the second part, in writing, expressed or shall fail and neglect to take good and proper care of said property, or if same thereof be committed, then and in either event, upon the breach of these conditions, any or either of them, this said party of the second part, or its agent or attorney, may, by virtue hereof, and without process of law, immediately enter upon and take possession of said property, and sell and dispose of the same, either at public or private sale, for cash in hand. If sold at public sale, to be upon ten days notice, the aforesaid notice of sale to begin by posting written or printed notice at three conspicuous places in the vicinity of the place of sale, which place of sale shall be near the aforesaid property or by two insertions in some newspaper published in said Western District of the United States Court for the Indian Territory, at which sale any of the parties hereto may purchase as other parties, and after satisfying the amount due, and all expenses, the surplus, if any remains, shall be paid over to the said mortgagor or his heirs, executors, administrators, assigns or legal representatives. And the said party of the first part hereby waives all his right to a foreclosure and redemption under Sec. 4763, Mansfield's Digest and Acts of Legislature approved March 13, 1879, and March 2, 1883, respectively.